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10 ASSOCIATED NEWSPAPERS LTD.
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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION
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17 RUMBLE, INC.,
18 Plaintiff,
19 vs.

20 THE DAILY MAIL AND GENERAL
21 TRUST PLC and its subsidiary,
22 ASSOCIATED NEWSPAPERS LTD
23 dba THE DAILY MAIL,
24 DAILYMAIL.COM and
25 MAILONLINE, and DOES 1-10,
26 inclusive,

27 Case No. 2:17-cv-04977 PSG (SKx)

28 **ANSWER OF DEFENDANT
ASSOCIATED NEWSPAPERS LTD.**

Defendants.

1 Defendant Associated Newspapers Limited (“Defendant” or “ANL”),
2 hereby submits its Answer to Plaintiff’s First Amended Complaint (the “Amended
3 Complaint”). Except as expressly and specifically admitted herein, Defendant
4 denies each and every allegation of the Amended Complaint.

INTRODUCTION

Plaintiff's statements in the "Introduction" to the Amended Complaint are prefatory, and not allegations to which a response is required. To the extent a response is required, Defendant denies the allegations in the "Introduction."

THE PARTIES

10 1. Defendant admits, upon information and belief, the allegations in
11 paragraph 1 of the Amended Complaint.

12 2. Defendant The Daily Mail and General Trust PLC has not been
13 served, and has not appeared in this lawsuit; therefore, no response is required to
14 the allegations in paragraph 2 of the Amended Complaint.

15 3. Defendant admits that it is a limited liability company organized
16 under the laws of England and Wales, with a place of business at the address
17 alleged; that it owns the print publication, The Daily Mail, and the internet
18 publication, *MailOnline*, which is available at the website www.dailymail.co.uk;
19 and that it maintains pages on various social media websites. Defendant lacks
20 sufficient information to form a belief as to the truth or falsity of how Plaintiff
21 generates revenue and on that basis denies such allegations. Defendant denies the
22 remaining allegations in paragraph 3 of the Amended Complaint.

23 4. Defendant admits that its website may be viewed in the United States
24 and directs the Court to Exhibit A of the Amended Complaint for the true and
25 correct contents therein. Defendant denies the remaining allegations in paragraph 4
26 of the Amended Complaint.

27 5. Defendant admits that its content is available on a smartphone “app”
28 that is available from Apple iTunes and does not dispute for purposes of this action

1 that this Court has personal jurisdiction over it. Defendant denies the remaining
2 allegations in paragraph 5 of the Amended Complaint.

3 6. Defendant does not dispute Plaintiff's assertion that Plaintiff is
4 ignorant of ANL's relationship with other entities, and states that paragraph 6 of
5 the Amended Complaint otherwise asserts legal conclusions or questions of fact to
6 which no response is required. To the extent a response is required, Defendant
7 denies the allegations in paragraph 6 of the Amended Complaint.

JURISDICTION AND VENUE

9 7. Defendant admits that Plaintiff's remaining cause of action arises
10 under the copyright laws of the United States and that this Court has jurisdiction
11 over that cause of action. Defendant denies the remaining allegations in
12 paragraph 7 of the Amended Complaint.

13 8. Defendant admits that venue is proper in this district. Defendant
14 denies the remaining allegations in paragraph 8 of the Amended Complaint.

FACTS COMMON TO ALL CLAIMS

16 9. Defendant lacks sufficient information to form a belief as to the truth
17 or falsity of the allegations in paragraph 9 of the Amended Complaint, and on that
18 basis denies them.

19 10. Defendant lacks sufficient information to form a belief as to the truth
20 or falsity of the allegations in paragraph 10 of the Amended Complaint, and on
21 that basis denies them.

22 11. Defendant lacks sufficient information to form a belief as to the truth
23 or falsity of the allegations in paragraph 11 of the Amended Complaint, and on
24 that basis denies them.

25 12. Defendant lacks sufficient information to form a belief as to the truth
26 or falsity of the allegations in paragraph 12 of the Amended Complaint, and on
27 that basis denies them.

1 13. Defendant lacks sufficient information to form a belief as to the truth
2 or falsity of the allegations in paragraph 13 of the Amended Complaint, and on
3 that basis denies them.

4 14. Defendant lacks sufficient information to form a belief as to the truth
5 or falsity of the allegations in paragraph 14 of the Amended Complaint, and on
6 that basis denies them.

7 15. Defendant lacks sufficient information to form a belief as to the truth
8 or falsity of the allegations in paragraph 15 of the Amended Complaint, and on
9 that basis denies them.

10 16. Defendant lacks sufficient information to form a belief as to the truth
11 or falsity of the allegations in paragraph 16 of the Amended Complaint, and on
12 that basis denies them.

13 17. Defendant admits that Plaintiff and Defendant entered into the License
14 Agreement on or about September 1, 2014 and that Plaintiff made payments to
15 Defendant and refers the Court to Exhibit B of the Amended Complaint for the true
16 and correct contents therein. Defendant denies the remaining allegations in
17 paragraph 17 of the Amended Complaint.

18 18. Defendant admits that Ms. Angelica Asplund, on Defendant's behalf,
19 sent a letter to Plaintiff on or about April 9, 2015 to terminate the License
20 Agreement and refers the Court to Exhibit C of the Amended Complaint for the
21 true and correct contents therein. Defendant denies the remaining allegations in
22 paragraph 18 of the Amended Complaint.

23 19. Defendant admits that Plaintiff sent emails to its representatives and
24 refers the Court to Exhibit D of the Amended Complaint for the true and correct
25 contents therein. Defendant denies the remaining allegations in paragraph 19 of
26 the Amended Complaint.

27 20. Defendant denies the allegations directed toward it in paragraph 20
28 of the Amended Complaint.

1 21. Defendant admits that it terminated the License Agreement. Defendant
2 denies the remaining allegations in paragraph 21 of the Amended Complaint.

3 22. Defendant denies the allegations directed toward it in paragraph 22
4 of the Amended Complaint.

5 23. Defendant denies that it has infringed Plaintiff's copyrights, lacks
6 sufficient information to form a belief as to the truth or falsity of the allegations
7 concerning Plaintiff's copyright registration allegations and on that basis denies
8 such allegations, and states that the remaining allegations in paragraph 23 assert
9 legal conclusions to which no response is required. To the extent a response is
10 required, Defendant denies the remaining allegations directed toward it in
11 paragraph 23 of the Amended Complaint.

12 24. Defendant denies the allegations directed toward it in paragraph 24
13 of the Amended Complaint.

14 25. Defendant denies the allegations directed toward it in paragraph 25
15 of the Amended Complaint.

FIRST CLAIM FOR RELIEF

17 26. Defendant repeats and re-alleges its responses to foregoing paragraphs
18 as if set forth herein in response to paragraph 26 of the Amended Complaint.

19 27. Defendant denies the allegations directed toward it in paragraph 27
20 of the Amended Complaint.

21 28. Defendant denies the allegations directed toward it in paragraph 28
22 of the Amended Complaint.

23 29. Defendant lacks sufficient information to form a belief as to the truth
24 or falsity of the allegations in paragraph 29 of the Amended Complaint, and on
25 that basis denies them.

26 30. Defendant denies the allegations directed toward it in paragraph 30
27 of the Amended Complaint, and directs the Court to Exhibit F of the Amended
28 Complaint for the true and correct contents therein.

1 31. Defendant denies the allegations directed toward it in paragraph 31
2 of the Amended Complaint.

3 32. Defendant denies the allegations directed toward it in paragraph 32
4 of the Amended Complaint.

5 33. Defendant denies the allegations directed toward it in paragraph 33
6 of the Amended Complaint.

7 34. Defendant denies the allegations directed toward it in paragraph 34
8 of the Amended Complaint.

9 35. Defendant denies the allegations directed toward it in paragraph 35
10 of the Amended Complaint.

36. Defendant denies the allegations directed toward it in paragraph 36
of the Amended Complaint.

13 37. Defendant denies the allegations directed toward it in paragraph 37
14 of the Amended Complaint.

15 38. Defendant denies the allegations directed toward it in paragraph 38
16 of the Amended Complaint.

SECOND CLAIM FOR RELIEF

18 39. Defendant repeats and re-alleges its responses to the foregoing
19 paragraphs as if set forth herein in response to paragraph 39 of the Amended
20 Complaint.

21 40. Plaintiff's claim for relief based on the allegations in paragraph 40
22 of the Amended Complaint has been dismissed by the Court, and therefore no
23 response is required to the allegations in paragraph 40 of the Amended Complaint.

AFFIRMATIVE DEFENSES

26 By alleging the separate and additional defenses set forth below, Defendant
27 is not in any way agreeing or conceding that it has the burden of proof or the
28 burden of persuasion on any of these issues.

FIRST AFFIRMATIVE DEFENSE

1. The Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. Plaintiff's claims are barred in whole or in part to the extent any copyright registrations asserted by Plaintiff as covering the Videos are invalid, untimely, and/or unenforceable.

THIRD AFFIRMATIVE DEFENSE

9 3. Plaintiff's claims are barred in whole or in part by an express or
10 implied license.

FOURTH AFFIRMATIVE DEFENSE

4. Plaintiff lacks standing to assert the claims herein.

FIFTH AFFIRMATIVE DEFENSE

14 5. Plaintiff's claims are barred in whole or in part by the doctrine of
15 fair use.

SIXTH AFFIRMATIVE DEFENSE

17 6. To the extent the Court finds any infringement or other wrongful
18 conduct by Defendant, Defendant is entitled to a reduction of damages based on
19 its innocent intent, including reductions in any statutory damages if so elected by
20 Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

22 7. Plaintiff's request for injunctive relief is barred by the lack of any
23 irreparable harm from the purported conduct by Defendant.

EIGHTH AFFIRMATIVE DEFENSE

25 8. Plaintiff's claims for more than one statutory damage award are
26 barred by the provisions of the Copyright Act.

NINTH AFFIRMATIVE DEFENSE

9. Plaintiff's claims are barred in whole or in part by the defense of statute of limitations.

TENTH AFFIRMATIVE DEFENSE

10. Plaintiff's claims are barred by waiver, acquiescence, or equitable estoppel.

ELEVENTH AFFIRMATIVE DEFENSE

11. Plaintiff's claims are barred in whole or in part by the First Amendment to the United States Constitution.

TWELFTH AFFIRMATIVE DEFENSE

12. Plaintiff's claims are barred by the doctrine of unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

13 13. Plaintiff's claims are barred to the extent they seek statutory damages
14 that, when measured against any actual damage suffered by Plaintiff, would be
15 excessive, obviously unreasonable and wholly disproportionate in violation of the
16 Due Process clause.

FOURTEENTH AFFIRMATIVE DEFENSE

18 14. Plaintiff's Complaint fails to comply with Rule 8(a) of the Federal
19 Rules of Civil Procedure.

ADDITIONAL DEFENSES

21 15. Defendant hereby gives notice that, due to its incomplete knowledge
22 as to the matters set forth in the Amended Complaint, it is unable to determine
23 whether it has additional defenses not expressly enumerated in the preceding
24 paragraphs or elsewhere in this Answer. Defendant thus expressly reserves its
25 right to amend its Answer to assert any additional defenses and to rely upon those
26 additional defenses to the extent they become available or apparent during
27 discovery or further proceedings in this action.

1 WHEREFORE, Defendant respectfully requests that:

2 1. Plaintiff take nothing by this action and that Plaintiff's Amended
3 Complaint be dismissed in its entirety with prejudice;
4 2. Defendant be awarded its costs, including reasonable attorneys' fees;
5 3. Such other and further relief as the Court deems just and proper.

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7 DATED: January 23, 2018 BALLARD SPAHR LLP

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9 By: /s/ Scott S. Humphreys
10 Scott S. Humphreys

11 Attorneys for Defendant
12 ASSOCIATED NEWSPAPERS LTD.

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CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of January, 2018, I electronically filed a true and correct copy of the foregoing **ANSWER OF DEFENDANT ASSOCIATED NEWSPAPERS LTD.** through the Court's CM/ECF system, which will send a notice of electronic filing to all counsel in the case who are registered CM/ECF users.

/s/ Scott S. Humphreys

Scott S. Humphreys